



Dated: 5/1/2018

IN THE UNITED STATES BANKRUPTCY COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE

IN RE:

DONALD ERNEST BRANDT
1592 HWY 79
Dover, TN 37058
SSN / ITIN: xxx-xx-2411

Debtor.

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Case No. 316-08398
Chapter 11 proceedings
Judge Mashburn

**ORDER CONDITIONALLY CONFIRMING OF CHAPTER 11 PLAN OF
REORGANIZATION AND NOTICE OF HEARING**

This cause came to be heard on the 24th day of April, 2018, before the Honorable Randal S. Mashburn, Judge of the United States Bankruptcy Court for the Middle District of Tennessee, upon the Confirmation hearing in the above-captioned Chapter 11 proceedings. The Court, having heard statement of counsel and the testimony of the Debtor being proffered, hereby finds as follows:

THIS PLAN IS CONDITIONALLY CONFIRMED. ANY CREDITOR OR PARTY INTEREST SHALL HAVE UNTIL MAY 18, 2018 TO FILE A WRITTEN OBJECTION TO THE PLAN AS AMENDED HEREIN. SHOULD ANY OBJECTION BE TIMELY FILED, A HEARING SHALL BE SET BY THE COURT TO CONSIDER ANY OBJECTION. THE DEBTOR SHALL NOTICE ALL CREDITORS AND PARTIES IN INTEREST SHOULD AN OBJECTION BE FILED. Accordingly, the Court finds as follows, to wit:

- 1) that the plan complied with the applicable provisions of the Code;
- 2) that the proponent of the plan complies with the applicable provisions of the Code;
- 3) that the plan or any provision thereof amended by order of this Court or contained herein has been proposed in good faith and not by any reason forbidden by law;
- 4a) that any payment made or promised by the proponent, by the Debtor or by any person issuing securities or requiring property under the plan, for services or for costs and expenses, in or in connection with the case, or connection with the plan or incident to the case, have been disclosed to the Court; and

4b) any such payment before confirmation of its reasonable; or if such payment is to be fixed after confirmation of the plan, such payment is subject to the approval of the Court is reasonable;

5a) the proponent of the plan has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as director, officer, or voting trustee of the Debtor, an affiliate of the Debtor participating in a joint plan with the Debtor, or a successor to the Debtor under the plan; and the appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and equity security holders and with public policy;

5b) the proponent of the plan has disclosed identity of any insider that will be employed or retained by the reorganized Debtor, and the nature of any compensation for such insider;

6) any regulatory commission with jurisdiction, after confirmation of the plan, over the rates of the Debtor has approved any rate change provided for in the plan, or such rate changes expressly conditioned on such approval;

7) with respect to each class (A) each holder of a claim or interest of such class has accepted the plan; or will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than an amount that such holder would so receive or retain if the Debtor were liquidated under Chapter 7; or

B) if Section 1111(b)(2) of the Code applies to the claims of such classes, each holder of a claim of such class will receive or retain under the plan on account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such creditor's interest in the estate's interest in the property that secures such claim;

8) with respect to each class, such class accepted plan, or such is not impaired under the plan;

9) except to the extent that a holder of a particular claim has agreed to a different treatment of such claim, the plan provides that

A) with respect to a claim of the kind specified in Section 507(a)(1) or Section 507(a)(2) of the Code, on the effective date of the plan, the holder of such claim will receive on account of such cash equal to the allowed amount of such claim;

B) with respect to a class of claims with kinds specified in Sections 507(a)(3), 507(a)(4), or 507(a)(5) of the Code, each holder of a claim of such class will receive, if such class has accepted the plan, deferred cash payments with a value, as of the effective date of the plan, equal to the allowed amount of such claim; or, if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim; and

C) with respect to a claim of a kind specified in Section 507(a)(6) of the Code, the holder of such claim will receive on account of such claim deferred cash payments, over a period

not exceeding six (6) years after the date of assessment of such claim, of a value, as of the effective date of the plan, equal to the allowed amount of such claim;

10) at least one class of claims has accepted the plan, determined without including any acceptance of the plan by an insider holding a claim of such class;

11) confirmation of the plan is not likely to be followed by liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

12) By agreement with the following creditors, any objection and rejection to the confirmation of the Debtor's plan has been withdrawn based on the following amendments.

12A) The treatment of Class 3-D in the Plan, as it relates to the claim stated in the Plan to be in the name of "CitiMortgage" and the property at 1340 Blue Bonnet Dr., Clarksville, TN is hereby deleted in its entirety and replaced with the following in the Plan:

3-A	<p>Secured claim of:</p> <ul style="list-style-type: none"> Name = CitiMortgage, Inc. Collateral description = House and lot located at 1340 Blue Bonnet Dr., Clarksville, TN Collateral value = \$184,000.00 Priority of security int. = First Principal owed = \$175,602.16 Total claim amount = \$175,602.16 Total arrearage through March 1, 2018 = \$41,625.46. To the extent any additional post-petition arrears accrue, the Debtor agrees to pay the increased amount. 	N	<p>Y, Claims in this class are entitled to vote on the plan</p>	<ul style="list-style-type: none"> Pymt interval = Monthly Pymt amount = \$739.08 (P&I) + Arrearage cure payment of \$693.76 for 60 months at 0.0% interest Begin date = March 1, 2018 End date = March 19, 2042 Interest rate = 3.875% Treatment of lien = Retained until completion of payments
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12B) The Plan is modified to reflect that the Creditor, Federal National Mortgage Association ("Fannie Mae"), Creditor C/O Seterus, Inc. is a secured Creditor, filed a secured claim on January 24th, 2017 in the amount of \$45,625.60, secured by a first lien through a Deed of Trust on certain real property known as 410-C Jack Miller Blvd, Clarksville,

Tennessee 37042, and the parties agree the Debtor's Chapter 11 Plan is hereby amended under the terms of this agreement. The claim of Federal National Mortgage Association ("Fannie Mae"), Creditor C/O Seterus, Inc. as listed above shall be allowed in the amount of \$41,712.09, shall bear interest at a fixed rate of 5.25% per annum. The claim shall be amortized over 20 years. Principal and interest shall be payable monthly beginning the first day of the month following the effective date. The principal and interest payment shall be \$281.07. The Debtor further is required to keep all collateral fully insured showing said Creditor as loss payee and to pay the ongoing real estate property taxes as they accrue.

12C) The Plan is modified as to Carrington Mortgage Services, Llc As Servicer For Deutsche Bank National Trust Company, As Trustee Of Vendee Mortgage Trust 2002-3 Regarding Real Property Located At 398b Jack Miller Blvd, Clarksville, Tennessee 37042 as follows: the Chapter 11 Plan shall be modified to provide Carrington Mortgage Services, LLC's secured claim of \$45,559.21 shall be paid in full over a 30 year period at a 5.25% interest rate.

12D) The Plan is modified as to Carrington Mortgage Services, Llc As Servicer For Deutsche Bank National Trust Company, As Trustee Of Vendee Mortgage Trust 2002-3 Regarding Real Property Located At 398D Jack Miller Blvd, Clarksville, Tennessee 37042 as follows: the Chapter 11 Plan shall be modified to provide Carrington Mortgage Services, LLC's secured claim of \$45,582.83 shall be paid in full over a 30 year period at a 5.25% interest rate.

12E) The Plan is modified to reflect that the Creditor, Seterus, Inc. servicer for Federal National Mortgage Association ("Fannie Mae"), Creditor C/O Seterus, Inc. is a secured Creditor, has a claim in the amount of \$62,881.88 secured by a first lien through a Deed of Trust on certain real property known as 149 Union Hall Road, Clarksville, TN 37040; and that the parties agree the Debtor's Chapter 11 Plan is hereby amended under the terms of this agreement. The claim of Seterus, Inc servicer for Federal National Mortgage Association ("Fannie Mae") as listed above shall be allowed as a fully secured claim in this case; the secured claim shall bear interest at a fixed rate of 5.25% per annum. The claim shall be amortized over 20 years. Principal and interest shall be payable monthly beginning the first day of the month following the effective date. The principal and interest payment shall be \$423.73. The Debtor further is required to keep all collateral fully insured showing said Creditor as loss payee and to pay the ongoing real estate property taxes as they accrue.

12F) The Plan is modified to reflect that Seterus Inc., as servicer for Federal National Mortgage Association ("Seterus" "Movant") to the following Seterus loans treated in the Debtors Plan: The loan on the property known as 410-E Jack Miller Blvd, Clarksville, TN 37042 (the "Property"), Loan No. xxxx8546: New Unpaid Principal Balance ("UPB") \$44,864.60; Interest Rate 5.50%; Principal & Interest ("P&I") \$282.03. Payments shall be paid monthly over a period of 290 months, commencing March 1, 2018, and maturing April 1, 2042. All payments shall be due on the first day of the month, with late charges assessed after the 15th day of the month, as stipulated in the original Promissory Note and Deed of Trust. Except as modified herein, all rights and remedies of the parties shall be governed by the applicable Promissory Note and Deed of Trust and applicable non-bankruptcy law. Seterus shall have relief upon confirmation of the Chapter 11 Plan. If Debtor shall default subsequent to confirmation by failing to comply with any provision of this Agreed Order Seterus may proceed with state remedies under the Deed of Trust, such as,

but not limited to foreclosure. Movant, or its assigns, are under no obligation to re-open the bankruptcy, if closed, to effectuate its state remedies due to default. The Debtor shall be solely responsible for the payment of taxes and insurance on the Property. Any failure to maintain adequate insurance or timely pay outstanding taxes on said Property shall be considered a default under this Plan.

12G) The plan is modified as to Elizabeth Baskin to reflect the following: Movant shall file an amended final proof of claim in the amount of \$52,053.74; The date of the final balloon payment shall be June 1, 2021; and All other treatment of Movant's claim shall remain the same as proposed in the Chapter 11 Plan.

13) The motion filed by the Office of the United States Trustee to dismiss or convert this case to a Chapter 7 proceeding is continued to next scheduled date of Court should any creditor or party in interest object to the terms and conditions contained in this conditional order of confirmation. Should no objection be filed, then this of the United States Trustee is deemed moot.

It is, therefore, **ORDERED** that the plan filed by the Debtor-in-possession on July 31, 2017 and as modified by orders of this Court and herein is hereby **CONFIRMED**.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE

APPROVED FOR ENTRY:

/s/ Steven L. Lefkovitz, No. 5953
Steven L. Lefkovitz
Attorney for Debtor
618 Church Street, Suite 410
Nashville, Tennessee 37219
(615) 256-8300 fax (615) 255-4516
email: slefkovitz@lefkovitz.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent to Assistant United States Trustee, and Matthew Ellis, Attorneys for Plaintiff, and all creditors and parties in interest to receive electronic notice by CM/ECF electronic filing, this April 27, 2018 and to all creditors and parties in interest as set forth in the attached mailing by US Mail, postage prepaid, this April 27, 2018.

/s/ Steven L. Lefkovitz
Steven L. Lefkovitz

Label Matrix for local noticing
0650-3
Case 3:16-bk-08398
MIDDLE DISTRICT OF TENNESSEE
Nashville
Fri Apr 27 14:07:20 CDT 2018

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Cookeville, TN 38501-3381

Southern Bancorp Bank
120 S. 2nd Street
Blytheville, AR 72315-3414

BAC Home Loans Servicing, LP
7105 Corporate Dr.
PTX-B-35
Plano, TX 75024-4100

BAYVIEW FINANCIAL LOAN
4425 PONCE DE LEON BLVD
Miami FL 33146-1873

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SALT LAKE CITY UT 84130-0285

CHASE
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Wilmington DE 19850-5298

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Charlotte, NC 28272-1083

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CitiMortgage, Inc.
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Richmond VA 23285-5520

CITIMORTGAGE
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Gaithersburg MD 20898-9438

DAVID DAY
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Cookeville TN 38501-3775

DEUTSCHE BANK NATIONAL TRUST COMPANY
AS TRUSTEE OF VENDEE MORTGAGE TRUST 2002
Carrington Mortgage Services, LLC
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Anaheim, CA 92806-5948

BAYVIEW LOAN SERVICING, LLC
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Big Rock TN 37023-3072

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El Paso TX 79998-1400

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LAKE LAND TN 38002

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Beaverton OR 97005-2352

SHAPIRO & INGLE LLP
ATTY FOR CARRINGTON MORTGAGE SVCS LLC
10130 PERIMETER PKWY STE 400
CHARLOTTE NC 28216-0034

SOUTHERN BANCORP
1040 E. MAINT ST
Blytheville AR 72315-2526

SOUTHERN BANCORP BANK
ATTN DEBBIE MANNING
601 MAIN STREET
ARKADELPHIA AR 71923-6037

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Hartford, CT 06143-1047

Seterus, Inc. as Servicer for
Federal National Mortgage Association
PO Box 1047
Hartford, CT 06143-1047

US ARMY
GRAD BRANCH HHC 110
AVIATION BRIGADE
Fort Rucker AL 36362

USAA FED SAV BK
10750 McDERMOTT FRWY
SAN ANTONIO TX 78288-1600

USAA SAVINGS BANK
PO BOX 47504
San Antonio TX 78265

WILLIAM MACON MARSHALL
MACON MARSHALL
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Wells Fargo Bank, N.A., as Trustee , for Par
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Salt Lake City UT 84165-0250

DONALD ERNEST BRANDT
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Dennis & Annette Guffey
c/o Michael K. Williamson
114 Franklin Stree
Clarksville, t 37040-3438

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4) .

CAPITAL ONE
PO BOX 85520
Richmond VA 23285

MILITARY STAR
3911 SOUTH WALTON WALKER BLVD
Dallas TX 75266

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)BANK OF AMERICA, N.A.

(u)FEDERAL NATIONAL MORTGAGE ASSOCIATION

(u)Federal National Mortgage Association (Fan

(u)WELLS FARGO BANK, N.A.,

(d)CitiMortgage, Inc.
P.O. Box 6030
Sioux Falls, SD 57117-6030

(d)ERNEST & BONNIE BRANDT
43630 golf course rd
Saint Peter MN 56082-4216

(u)LAMONT & TIA ROBERTS
3855 D NORTH EAST DR

(d)Rushmore Loan Management Services, LLC
P.O. Box 55004
Irvine, CA 92619-5004

(d)Seterus, Inc.
P.O. Box 2008
Grand Rapids, MI 49501-2008

(d)Trifera LLC
C/O Weinstein & Riley PS
2001 Western Ave Ste 400
Seattle WA 98121-3132

(d)Elizabeth Baskins
15 Longwood Road
Salem, NH 03079-2023

End of Label Matrix
Mailable recipients 65
Bypassed recipients 11
Total 76

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.